

Consent Decree: *United States v. BP America Production Company fka Amoco Production Company, Cam West, Inc., and Cam West Limited Partnership*

Section IX: Appendix 12

1. This Appendix describes SEP No. 6 in this Decree, which addresses the purchase and installation of additional materials associated with Phase Two of an upgrade to the Ft. Washakie water treatment system, which the Eastern Shoshone Tribe ("Tribe") will arrange to purchase and install pursuant to a separate contract among the Defendants and Tribe. SEP No. 1 also addresses the purchase of specific materials associated with this project. SEP No. 6 may not be commenced until SEP No. 1 has either been performed and satisfactorily completed pursuant to Section XI.32. of this Decree, or until the United States has determined in its unreviewable discretion, pursuant to this Appendix and Section XI.30. of this Decree, that some or all of SEP No. 1 should not or cannot be completed or should not be implemented until some portion of SEP No. 6 has been completed.

2. Piping for infiltration gallery: The anticipated environmental and public health benefits resulting from the performance and satisfactory completion of this SEP include the following:

The additional specific materials described herein are components of Phase Two that will allow an additional treatment step to occur before raw water reaches the filtration system at the Ft. Washakie water treatment system. As a general matter, the infiltration gallery improvements will help alleviate shut downs and other problems caused by irregular and unusual releases from the Washakie Dam. These releases can overwhelm the existing system and cause drinking water quality and operational problems for the Ft. Washakie public water system. This project will help provide health benefits to the approximately 3,700 customers of the Ft. Washakie public water system by ensuring better quality drinking water.

3. The Defendants will contract with the Tribe for it to implement this SEP. This specific project is further described in the attached correspondence from the ("Shoshone Utility Organization") SUO, which presents a bid of \$391,581 for the entirety of the Phase 2 upgrade. SEP No. 1 addresses the purchase and installation of the first two components of the project, which total \$ 278,617.00. This SEP addresses the purchase and related labor and installation costs for the following components of Phase Two, as set forth in the associated bid documents:

- | | | |
|----|---|-------------|
| a. | One (1) 20" MJ Resilient Seat Gate Valve, w/Megaplugs | \$10,500.00 |
| b. | One (1) 20" x 16" Tee w/Thrust Block | \$ 3,150.00 |
| c. | One (1) 20" MJ Cap w/Megaplugs | \$ 2,100.00 |
| d. | Three (3) 20" 22.5" Bend w/Thrust Block | \$ 7,875.00 |
| e. | 1547 linear feet (L.F.) Of 16" Ductile Iron Pipe | \$89,339.00 |

The bid materials from Western Municipal Construction of Wyoming ("WMC") are also attached. The costs specified by WMC include the piping and associated labor and installation costs, which have been adjusted 5% for inflation. This work is being performed under a separate contract between WMC and the Tribe and/or SUO; the Defendants are not parties to this contract. Any cost savings from implementation of this SEP may be applied to other SEPs under this Decree.

4. Critical Milestones: Unless the Parties specifically agree otherwise in writing, the Critical Milestones for this SEP are as follows:
 - a. The Tribe must first get approval of the United States to address each component of the SEP with SEP Funds so that the United States and the Defendants may ascertain the availability of SEP Funds for each such component. Once the United States approves each component of this SEP for application of available SEP Funds, each of the following requirements of this Paragraph 4 (in addition to the other provisions of this Appendix and the Decree) shall apply.
 - b. No later than 60 days after the United States approves each component of this SEP for application of SEP Funds, the Tribe and/or SUO shall prepare one all-inclusive purchase order for that component, identifying all equipment to be purchased and describing the required installation of this equipment by the Tribe's contractor or vendor, and identifying that vendor or Tribal contractor, and shall provide such purchase order to the United States and the Defendants. The purchase order shall also itemize all specific Tribal labor and overhead costs allowed under this Appendix for which reimbursement is claimed including Tribal SEP Coordinator fees. All applications for these costs should be made by use of a form containing the types of information required by OMB Form SF 270, and shall be subject to paragraph 6 below.
 - c. Defendants will review and approve the purchase order. No later than 14 days after the United States notifies Defendants of its review of the purchase order, Defendants will cause the approved purchase order, Defendants will cause the approved purchase order, along with a copy of this Appendix and the relevant portions of the Decree addressing SEPs, to be sent to the Tribe, who will be

instructed to bill the SEP Escrow Agent on a monthly basis, with all final invoices to be submitted within 60 days after the SEP is completed. Defendants are responsible for ensuring that the purchase order is consistent with the SEPs and this Appendix and may consult with the United States as appropriate.

- d. The installation and any other associated work required to be done under the approved purchase order shall be completed no later than 90 days after the Tribe has received the approved purchase order. This time period, and any other deadline in these Critical Milestones, may be adjusted due to weather conditions and may be adjusted if this deadline and/or related period for work do not fall within the normal construction season applicable to such a project (generally mid-March through the end of October). In no event, however, shall any time period be adjusted beyond the completion date set forth in Section XI.30 of the Decree.
 - e. The Tribe shall submit invoices to the Escrow Agent, pursuant to the deadlines set forth in Paragraph 4.b., above, which invoices will be approved by the Defendants if consistent with the approved purchase order. The Escrow Agent will pay the approved invoices submitted by the Tribe once per month directly from the SEP Funds. Total payments by the Escrow Agent shall not exceed the amount on the approved purchase order.
 - f. This SEP will be deemed to have been performed and satisfactorily completed pursuant to Section IX.32. of the Decree once the requirements of Subparagraph 4.d have been met and EPA accepts the corresponding Joint SEP Completion Report pursuant to Section XI.39.a..
5. If the above Critical Milestones are not complied with in a timely manner due to delays by vendors, Tribal contractors, Tribal authorities, or Tribal personnel, the United States has the authority in its unreviewable discretion to determine that the SEP is infeasible and shall not proceed. Pursuant to Section XI. 34 of the Decree, all SEP Funds shall then be directed to another of the SEPs described in this Decree or paid to the United States pursuant to Section XII.48.a.
6. Unless the United States and Defendants specifically agree otherwise, Tribal costs that may not be paid from SEP Funds include: project support fees, including those fees that cover the cost of a portion of the salaries and benefits of those Tribal employees associated with project administration and direct costs such as printing, copying, advertising, accounting fees, and the salary of any project officer(s) specifically employed or assigned by the Tribe to work on any SEP. As set forth above, this SEP allows SEP Funds to be used for specific labor and overhead costs.

7. Defendants are not responsible for obtaining permits from any applicable governmental entity, including but not limited to Tribal permits and State permits. If any permits are required for this SEP, responsibility for obtaining permits rests with the Tribe. The United States will consider any delay in obtaining or failure to obtain a permit under Section XI.34. of the Decree.
8. In order for this SEP to be performed and satisfactorily completed, the Tribe, and their contractors, consultants, and other employees and agents working on the SEP may need access to those areas of the reservation necessary to perform and complete the SEP. If such access is needed by Tribal contractors, consultants, vendors, or other agents and employees engaged by the Tribe to work on the SEP, and the Joint Business Council for the Tribes or other applicable authorities have not granted timely entry and access to them, the Tribe must promptly notify the United States and the Defendants. Further, Defendants must notify the United States promptly if they experience any delays in obtaining relevant information, procedures, access or timely assistance from the Tribe.
9. The Defendants and the Tribe have entered into a separate contract regarding performance of the SEP that allocates duties, responsibilities and liabilities as between the Tribe and the Defendants. The separate contract between the Defendants and the Tribe states that any disputes or issues regarding the equipment or its installation or operation shall be resolved solely between the Tribe and its contractors or vendors. The existence of and the failure to resolve such disputes promptly may render completion of the SEP infeasible pursuant to Section XI.30. and Section XII.48.a.
10. The Parties may change the Critical Milestones in this Appendix if they do so in writing. The agreed-upon changes shall be enforceable under the Decree upon their approval by the United States.
11. The Defendants' contract with the Tribe may contain additional terms for the administration and implementation of this SEP.
12. A copy of this Appendix has been provided to the Tribe(s) and the applicable Utility Organization.



Eastern Shoshone Business Council

Vernon Hill – Chairman
Arlen Shoyo, Sr. – Co-Chairman
Richard R. Burnett – Councilmember
Willie Noseep – Councilmember
Alfred McAdams, Jr. – Councilmember
William Wagon – Councilmember

June 3, 2004

Michelle Jalazo (IE-L)
U.S. Environmental Protection Agency
999 18th Street – Suite 300
Denver, CO 80202-2461

Dear Ms. Jalazo:

The Eastern Shoshone Business Council has approved and supports the use of SEPs as a means of resolving the outstanding enforcement action for the Winkleman Dome and Lander fields. The Shoshone Business Council will commit to staff support from the Shoshone Utility Organization with the assistance from CamWest, EPA and the DOJ offices in the site location, estimating, and the bidding process.

The Shoshone Business Council has prioritized two SEP projects: Infiltration gallery and Boulder Flat Community well project. The Boulder Flat Community well project has been previously discussed. The infiltration gallery project has been added to better address your concerns about definitive costs, full completion of the project, and ability to complete the project in the near future. The details of the projects are listed below.

1. Piping for infiltration gallery

This SEP project will fund phase three of an upgrade to the Shoshone Utilities infiltration gallery improvements. This improvements will help alleviate shut downs and other problems caused by irregular and unusual releases from Washakie Dam. Such releases overwhelm the existing system and cause drinking water quality and operational problems for the water system. The two phases of the project, the infiltration gallery and river intake, are fully funded. The third phase, the piping for the raw water, needs an additional \$390,000 in funding. All phases of the project have been estimated by engineers the costs listed below reflect costs to be funded by the SEP.

	Quantity	Cost
20" Ductile Iron Pipe (DIP)	3910 L.F.	\$266,857
20" Restrained Joint DIP	140 L.F.	\$11,760
20" MJ Resilient Seat Gate Valve, w/Megaplugs	1	\$10,500
20" x 16" Tee w/ Thrust Block	1	\$3,150
20" MJ Cap w/ Megaplugs	1	\$2,100
20" 22.5" Bend w/ Thrust Block	3	\$7,875
16" Ductile Iron Pipe	1547 L.F.	\$89,339
Total		\$391,581

The above costs include labor and installation costs. This project is scheduled for phase one to commence in June, 2004 with the following phases completed this summer as soon as funding is secured.

2. Boulder Flats Community Well Project

This SEP project would involve drilling a well to supplement the water supply the Boulder Flats Community. The project involves drilling of a well, installation and upgrading of piping, and equipment to operate the new well. The costs are based on preliminary designs. These estimates may be revised after completion of engineering designs. The Tribe believes these estimates are accurate based on its utility system experience, including several major expansion projects. The Tribe also has contacted others with knowledge in the area. The Shoshone Utility Organization has contacted the Indian Health Service in regard to the design of the Boulder Flat Well project. Should the Indian Health Service commit to designing the specifications and plans; the estimated time to design, bid the project and award the project is approximately 45-60 days. The breakdown of the estimated costs are as follows:

Well Drilling - \$224,000

Estimated depth 2800 feet

9 inch casing

\$80 per foot cost, including casing. This cost is based on current prices for steel and fuel

Estimate is based on information from the Wyoming Water Commission and discussions with a local well driller.

Piping - \$300,000

Estimated length 2000 feet

10 inch pipe

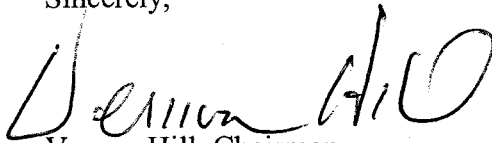
\$80 per foot cost. This cost is based on the cost of 10 inch pipe and the rock/boulder nature of the soils in the area.

Well volume of 300 gpm

The cost estimate for this project is based on information from the Wyoming Water Commission and discussions with a local well driller.

The Tribe understands that if the value of the SEP is less than the estimated, the Tribe made need to identify other sources of funding to complete the project. If funding should come available for additional SEP's, please inform the Shoshone Business of this fact and the Shoshone Business Council will submit additional priorities.

Sincerely,

A handwritten signature in black ink, appearing to read "Vernon Hill", with a stylized flourish at the end.

Vernon Hill, Chairman
Shoshone Business Council

xc: Carolyn Worthington
Don Aragon

Opinion of Cost Fort Washakie WTP Project

Project Number: 01-079
Last Updated: January 3, 2003
Last Updated: TGH

Total for Raw Water, Intake and Infiltration gallery for Aug 2003
\$ 789,297

Infiltration Gallery

Spec. Division	Item	Quantity	Unit	Unit Cost	Line Total
1	Mobilization and site prep.	1	LS	\$ 10,000	\$ 10,000
1	Clean-up	1	LS	\$ 5,000	\$ 5,000
2	Construction of upstream settling basin	1	LS	\$ 20,000.00	\$ 20,000
2	AMOCO 4552 Filter Fabric	0	SY	\$ 2.00	\$ -
2	Excavation in river for infiltration gallery	622	CY	\$ 20	\$ 12,444
2	Coarse Sand Filter Backfill	230	CY	\$ 50	\$ 11,500
2	Gravel backfill	474	CY	\$ 20	\$ 9,481
2	12-inch dia. screened pipe	200	LF	\$ 60	\$ 12,000
2	12-inch headers DIP	220	LF	\$ 40	\$ 8,800
2	12-inch Tee's and valves	5	EA	\$ 2,000	\$ 10,000
2	2-inch, 8-inch run of pipe, fittings, valves & boxes	1	LS	\$ 26,200	\$ 26,200
2	Concrete ballast blocks for air piping	100	EA	\$ 50	\$ 5,000
3	Air sparge coupling box	1	LS	\$ 500	\$ 500
2	20-inch run of pipe, fittings, and valve	1	LS	\$ 31,750	\$ 31,750
2	Rip-rap over infiltration gallery	0	CY	\$ 40	\$ -
2	Main rock weir and large rocks	444	CY	\$ 60	\$ 26,667
2	Downstream energy dissipation pool	1	LS	\$ 15,000	\$ 15,000
2	Erosion Control	1	LS	\$ 3,000	\$ 3,000
2	Temporary dewatering	1	LS	\$ 10,000	\$ 10,000
2	Conc. Slab, pipe bollards	1	LS	\$ 2,000	\$ 2,000
Sub-total:					\$ 219,343

River Intake

Spec. Division	Item	Quantity	Unit	Unit Cost	Line Total
	Mobilization and site prep.	1	LS	\$ 10,000	\$ 10,000
	Bar Racks and Frames	1	LS	\$ 9,000	\$ 9,000
2, 3, 4, 5, 15	Piping, Valves, Metals, Manhole & Walkway	1	LS	\$ 20,450	\$ 20,450
15	Poured-in-place concrete	29.5	CY	\$ 350	\$ 10,325
15	150 LF of 20-inch DIP to Bld 5Ch. 1/2 interface	150	L.F.	\$ 65	\$ 9,750
2	Screen at Intake	1	EA	\$ 8,000	\$ 8,000
Sub-total:					\$ 87,525

Raw Water Main

Spec. Division	Item	Quantity	Unit	Unit Cost	Line Total
	20" Ductile Iron Pipe (DIP)	3910	L.F.	\$ 65	\$ 254,150
	20" Restrained Joint DIP	140	L.F.	\$ 80	\$ 11,200
	20" MJ Resilient Seat Gate Valve, w/ Megalugs	1	Ea.	\$ 10,000	\$ 10,000
	20" x 16" Tee w/ Thrust Block	1	Ea.	\$ 3,000	\$ 3,000
	20" MJ Cap w/ Megalugs	1	Ea.	\$ 2,000	\$ 2,000
	20" 22.5" Bend w/ Thrust Block	3	Ea.	\$ 2,500	\$ 7,500
	16" Ductile Iron Pipe (DIP)	1547	L.F.	\$ 55	\$ 85,085
	16" Restrained Joint DIP at River Crossing	100	L.F.	\$ 200	\$ 20,000
	16" Restrained Joint DIP beyond river crossing	300	L.F.	\$ 75	\$ 22,500
	Combination Air/Vacuum Valve, including Manhole and access	2	Ea.	\$ 3,000	\$ 6,000
	River Crossing Concrete Encasement	100	L.F.	\$ 50	\$ 5,000
	Polyethylene Encasement of 20" DIP	4050	L.F.	\$ 2	\$ 8,100
	Polyethylene Encasement of 16" DIP	1947	L.F.	\$ 2	\$ 3,894
	Rip-rap stone at river crossing	100	L.F.	\$ 20	\$ 2,000
	River crossing bank stabilization rip-rap stone	100	Ton	\$ 20	\$ 2,000
	16" x 12" Tapping sleeve and tapping gate valve installation and	1	Ea.	\$ 4,000	\$ 4,000
	16" Gate Valve inserted into existing raw water main, without te	1	Ea.	\$ 4,000	\$ 4,000
	Testing and Cleanup of 20" Pipeline	1	L.S.	\$ 1,000	\$ 1,000
	Testing and Cleanup of 16" Pipeline	1	L.S.	\$ 1,000	\$ 1,000
	Rock Excavation Base Cost	1000	C.Y.	\$ 30	\$ 30,000
	Rock Excavation Premium Cost	1000	C.Y.	\$ 20	\$ 20,000
Sub-total:					\$ 502,429

Total River Intake, Infiltration Gallery & Raw Water Line

\$ 789,297

830,000

450,000